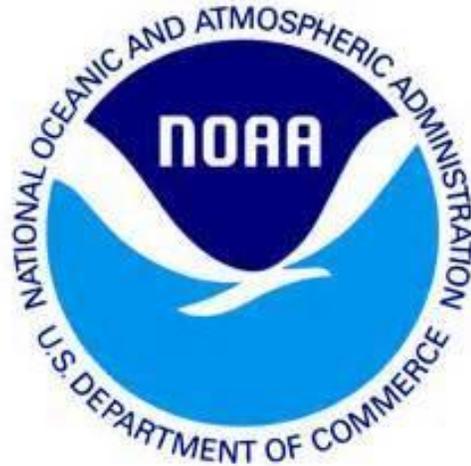


U.S. Department of Commerce



# **ProTech**

**Professional and Technical Services**

**Oceans Domain**

**DRAFT Request for Proposal**

**DRAFT RFP: ST-1330-17-RP-0050**

**Date: March 27, 2017**

**National Oceanic and Atmospheric Administration**

**Acquisition and Grants Office**

**Strategic Sourcing Acquisition Division**

## TABLE OF CONTENTS

<b>SECTION A: STANDARD FORM 33</b>	6
<b>SECTION B: SUPPLIES OR SERVICES AND PRICE/COST</b>	8
B.1    GENERAL	8
B.2    BASE AND OPTION PERIODS	8
B.3    CONTRACT TYPE	8
B.4    TASK ORDER PRICING	8
B.5    1352.216-75 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010)	10
<b>SECTION C: STATEMENT OF WORK</b>	11
C.1    INTRODUCTION AND BACKGROUND	11
C.2    OBJECTIVES	11
C.3    OCEAN SERVICES DOMAIN	11
<b>SECTION D: PACKAGING AND MARKING</b>	19
D.1    PACKAGING	19
D.2    MARKING	19
<b>SECTION E: INSPECTION AND ACCEPTANCE</b>	20
E.1    CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	20
E.2    1352.246-70 - PLACE OF ACCEPTANCE (APR 2010)	20
<b>SECTION F: DELIVERIES OR PERFORMANCE</b>	21
F.1    CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	21
F.2    1352.270-70 PERIOD OF PERFORMANCE and ORDERING PERIOD (APR 2010)	21
F.3    DELIVERY	21
F.4    PLACE OF PERFORMANCE	22
F.5    NOTICE TO THE GOVERNMENT OF DELAYS	22
F.6    DELIVERABLES	22
<b>SECTION G: CONTRACT ADMINISTRATION DATA</b>	25
G.1    ACCOUNTING AND APPROPRIATION DATA	25
G.2    PRIMARY GOVERNMENT ROLES AND RESPONSIBILITIES	25
G.3    1352.216-76 PLACEMENT OF ORDERS (APR 2010)	27
G.4    EVALUATION OF CONTRACTOR PERFORMANCE	28

G.5	1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)	29
G.6	CONTRACTOR COMPETITION REFRESH POOL	29
G.9	INTERRELATIONSHIPS OF CONTRACTORS	30
G.10	NON-PERSONAL SERVICES	30
G.11	AUTHORIZATION OF GOVERNMENT PAID TRAVEL	31
G.12	PHASE-OUT CONTRACTS	31
<b>SECTION H: SPECIAL CONTRACT REQUIREMENTS</b>		<b>34</b>
H.1	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	34
H.2	AUTHORIZED USERS	34
H.3	STANDARD OF CONDUCT AT GOVERNMENT FACILITIES	34
H.4	ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES	35
H.5	CONTRACTOR EMPLOYEES' IDENTIFICATION	35
H.6	INCORPORATION OF SUBCONTRACTING PLAN	35
H.7	NOTIFICATION REQUIREMENTS FOR T&M AND COST REIMBURSEMENT CONTRACTS	35
H.8	OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE	36
H.9	ON-LINE PROPOSAL AND ORDERING CAPABILITY	37
H.10	POST AWARD CONFERENCE	37
H.11	1352.209-71 LIMITATION ON FUTURE CONTRACTING (APR 2010)	38
H.12	1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)	39
H.13	1352.228-70 INSURANCE COVERAGE (APR 2010)	40
H.14	1352.237-75 KEY PERSONNEL (Apr 2010)	41
H.15	NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL	41
H.16	NOTICE OF POST-GOVERNMENT EMPLOYMENT RESTRICTIONS (OCT 2015)	42
<b>SECTION I: CONTRACT CLAUSES</b>		<b>44</b>
I.1	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	44
I.2	52.216-18 ORDERING (OCT 1995).	48
I.3	52.216-19 ORDER LIMITATIONS (OCT 1995)	48
I.4	52.216-22 INDEFINITE QUANTITY (OCT 1995)	49

I.5	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	49
I.6	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	49
I.7	52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	50
I.8	52.219-14 LIMITATION OF SUBCONTRACTING (NOV 2011)	50
<b>SECTION J: LIST OF ATTACHMENTS</b>		51
<b>SECTION K: REPRESENTATIONS AND CERTIFICATIONS</b>		52
K.1	52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)	52
K.2	52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	55
K.3	52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)	55
K.4	52-225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2014)	56
K.5	52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)	57
<b>SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS</b>		58
L.1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	58
L.2	52.216-1 TYPE OF CONTRACT (APR 1984)	59
L.3	PROTESTS	59
L.4	SMALL BUSINESS CLASSIFICATION CODE	60
L.5	SMALL BUSINESS RESERVE	61
L.6	PROPOSAL PREPARATION COSTS	61
L.7	PROPOSAL SCHEDULE	61
L.8	NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL	62
L.9	GENERAL INSTRUCTIONS	63
L.10	FORMAT AND INSTRUCTIONS FOR PROPOSAL SUBMISSION	65
L.11	CONTENT OF RESULTING CONTRACT	73
L.12	ALTERNATE PROPOSALS	73
<b>SECTION M: EVALUATION FACTORS FOR AWARD</b>		74
M.1	LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.232-1) (FEB 1998)	74

M.2	BASIS FOR AWARD	74
M.3	EVALUATION FACTORS FOR AWARD	75
M.4	COST/PRICE	76

### SECTION A: STANDARD FORM 33

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 7 OF 77 PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER ST-1330-17-RP-0050		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/27/2017
7. ISSUED BY SSAD 1325 East-West HWY, SSMC2, Rm 11114, Silver Spring, MD 20910		CODE SSAD		6. REQUISITION/PURCHASE NUMBER NCNA2300-17-00598		
8. ADDRESS OFFER TO (If other than item 7)						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
<b>SOLICITATION</b>						
9. Sealed offers in original and See Section L copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in See Section L until local time TBD						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME Courtney Holbrook		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXTENSION 301 6280029		C. E-MAIL ADDRESS courtney.holbrook@noaa.gov
<b>11. TABLE OF CONTENTS</b>						
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/CONTRACT FORM	7-8	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	9-11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X	C	DESCRIPTION/SPECS./WORK STATEMENT	12-20	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING	21	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE	22	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE	23-26	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
X	G	CONTRACT ADMINISTRATION DATA	27-35	X	M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS	36-44			
<b>OFFER (Must be fully completed by offeror)</b>						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	15. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER	EXTENSION				
<b>AWARD (To be completed by Government)</b>						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than item 7)		25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE		
		(Signature of Contracting Officer)				

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

**STANDARD FORM 33** (REV. 6/2014)  
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

<b>SCHEDULE CONTINUED</b>					
<b>Item No.</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
0001	Base Period: Professional and Technical Services Solution in accordance with the Statement of Work Contained in Section C.  Period of Performance: [Dates to be entered at award]	1	JB	0.00	0.00
1001	Option Period I: Professional and Technical Services Solution in accordance with the Statement of Work Contained in Section C.  Period of Performance: [Dates to be entered at award]	1	JB	0.00	0.00
2001	Option Period II: Professional and Technical Services Solution in accordance with the Statement of Work Contained in Section C.  Period of Performance: [Dates to be entered at award]	1	JB	0.00	0.00
3001	Option Period III: Professional and Technical Services Solution in accordance with the Statement of Work Contained in Section C.  Period of Performance: [Dates to be entered at award]	1	JB	0.00	0.00

## **SECTION B: SUPPLIES OR SERVICES AND PRICE/COST**

### **B.1 GENERAL**

The Professional and Technical (ProTech) services solution is a suite of multiple-award Indefinite Delivery, Indefinite Quantity (IDIQ) contracts consisting of five Domains: Satellite, Fisheries, Oceans, Weather, and Enterprise Operations. These Domains provide resources in support of the National Oceanic and Atmospheric Administration (NOAA) to include its Line and Staff Offices. Where applicable, the contracts may also be used by other Bureaus within the Department of Commerce (DOC). The ceiling amount for all orders under all ProTech Domains is \$3,000,000,000.

There will be one solicitation for each Domain, and each solicitation will result in the award of multiple IDIQ contracts for the specified Domain. The IDIQ contracts resulting from the Request for Proposal (RFP) will provide professional and technical service to the Oceans Domain (hereafter “ProTech-Oceans”) under NAICS code 541620.

The scope of work under ProTech-Oceans is defined in Section C.

### **B.2 BASE AND OPTION PERIODS**

The term of ProTech-Oceans is a two year base period, and three one-year optional periods, for a total term of five years if all options are exercised. There is no guarantee that an option will be exercised on any or all of the awarded contracts. This is not a multi-year contract as defined in FAR Part 17.103.

### **B.3 CONTRACT TYPE**

The multiple award IDIQ contracts for ProTech-Oceans will allow for task orders to be issued on a Firm Fixed Price (FFP), Cost Reimbursement, Time and Materials (T&M), and Labor Hour (LH) basis. Task orders may also combine more than one pricing arrangement (e.g., FFP/LH, etc.), although separate contract line item numbers (CLINs) are required for each pricing arrangement.

### **B.4 TASK ORDER PRICING**

ProTech-Oceans provides the flexibility to determine fair and reasonable pricing tailored to the task order requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The Ordering Contracting Officer (OCO) has the authority and responsibility to determine cost or price reasonableness for task order requirements, normally not to exceed the contracted ceiling rates. Exceptions where the OCO has the flexibility to exceed

contracted ceiling rates include the following: special security clearances, sea days, hazard pay, work to be performed outside the United States, and/or other extraordinary circumstances.

The labor rates contained in Attachment J-1 are ceiling rates for work taking place in the United States (inclusive of Alaska and Hawaii). They are not applicable to cost-reimbursement task orders. Competition at the task order level is expected to establish fair and reasonable pricing for task orders placed for all contract types. For those relatively rare instances when competition does not exist, these ceiling rates will be available for the OCO to consider and use. The OCO should carefully consider the individual elements of a task order proposal's pricing pool before considering the ceiling rates for anything beyond not to exceed costs.

Some task orders may require services that do not correspond to the labor categories included in ProTech-Oceans. Accordingly, if permitted by the task order solicitation, the contractor may propose appropriate labor categories and labor rates necessary to meet the requirements of the solicitation despite their not being included in ProTech-Oceans as awarded.

The OCO must establish an appropriate CLIN structure, and identify both the applicable contract type and clear delineation of work at the task level, for all CLINs in each task order.

#### **B.4.1 Firm Fixed Price Orders**

Fixed price orders are defined under Federal Acquisition Regulation (FAR) Subpart 16.202, FFP Contracts.

#### **B.4.2 Time and Materials and Labor Hour Orders**

T&M and LH orders are defined under FAR 16.601 and 16.602 respectively, and Commerce Acquisition Manual 1316.1.

The Contractor may provide separate and/or blended loaded hourly labor rates at the task order level for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, 52.216-30, and/or 52.216-31. The OCO shall identify which provision(s) is applicable in the task order solicitation and the Contractor shall comply with the provision(s).

#### **B.4.3 Cost Reimbursement Orders**

Cost Reimbursement Orders are defined under FAR Subpart 16.3 Cost-Reimbursement Contracts and Commerce Acquisition Manual 1316.1. The Contractor shall have and maintain an adequate accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type. The Contractor may be required to submit a cost proposal with supporting information for each cost element including, but not limited to: direct labor, fringe benefits, overhead, general and administrative expenses, material handling costs,

facilities capital cost of money, other direct costs, and fee consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements.

#### **B.4.4 Other Direct Costs**

Other Direct Costs (ODCs) established on a cost-reimbursement basis as appropriate depending on contract type, including travel costs, shall be pre-approved by the Contracting Officer Representative (COR) at the task order level and be allowable on the task order only if approved prior to the Contractor incurring these costs.

#### **B.4.5 Program Management Costs**

Program management support costs encompass support for management, reporting requirements, and related travel and meeting attendance costs associated with the Contractor's program management staff as it relates to the overall management of the IDIQ contract.

Program Management (IDIQ Contract-Level) Support Costs: Contract-level program management support costs shall not be proposed or billed as a direct charge to the ProTech-Oceans IDIQ contract.

Project Management (Task Order-Level) Support Costs: Contract-level program management support costs are differentiated from individual task order project management support costs. Task order project management support costs may be proposed and billed against individual task orders for direct support of the effort performed under those task orders.

### **B.5 1352.216-75 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010)**

During the term of ProTech-Oceans, the Government will place orders totaling a minimum of \$250. The amount of all orders will not exceed \$3,000,000,000 across all five domains.

The exercise of an option period does not re-establish the contract minimum.  
(End of clause)

**(End of Section B)**

## **SECTION C: STATEMENT OF WORK**

### **C.1 INTRODUCTION AND BACKGROUND**

The National Oceanic and Atmospheric Administration is an agency that enriches life through science. Our reach goes from the surface of the sun to the depths of the ocean floor as we work to keep citizens informed of the changing environment around them. We provide environmental intelligence for the nation.

From daily weather forecasts, severe storm warnings, and climate monitoring, to fisheries management, coastal restoration, and maintaining marine commerce, NOAA's products and services support economic vitality and more than one-third of America's gross domestic product. The people of NOAA use research and tools to provide citizens, planners, emergency managers, and other decision makers with reliable and timely environmental intelligence.

### **C.2 OBJECTIVES**

The overall objectives of the ProTech program are to:

- Obtain high-quality professional and technical services
- Develop an industrial base of partners
- Develop and maintain performance-based contracts
- Contribute to the NOAA mission

### **C.3 OCEAN SERVICES DOMAIN**

The primary clients of this Domain will be the offices of the National Ocean Service (NOS). NOS' mission is to provide science-based solutions through collaborative partnerships with industry to address evolving economic, environmental, and social pressures on our ocean and coasts. NOS has identified three priorities that reflect the primary statutory and mission drivers and reflect NOAA's commitment to navigation services, coastal research and observations, emergency response, and place-based conservation programs. Other NOAA offices may also use the contracts included within this Domain if their requirements are covered herein.

Coastal resilience: preparedness, response, and recovery. From oil spills and vessel groundings to hurricanes and marine debris, NOS provides world-class science and services in support of

resilient and healthy coastal communities, economies, and ecosystems. In light of increasing threats to our coasts, coastal resiliency has become a national priority. NOS supports and informs improved decision making and end-to-end coastal preparedness, response, recovery, and resiliency.

Coastal intelligence. Whether it is the nation's nautical charts, environmental monitoring and assessment, or socioeconomic tools, NOS and their industry partners are committed to integrating science and services to provide actionable information. The goal is to increase ocean and coastal intelligence and thereby improve the ability of public and private decision makers to make informed choices.

Place-based conservation. Conserving coastal places provides economic benefits to local communities. These communities rely on dollars spent on activities such as recreation and tourism. NOS works to conserve marine areas and preserve the economic benefits of these special places to local communities through its coastal management and place-based conservation programs. These include Coastal Zone Management, the Coastal and Estuarine Land Conservation Program, the National Estuarine Research Reserve System, National Marine Sanctuaries, and the Coral Reef Conservation Program. See the NOS website <http://oceanservice.noaa.gov/> for more information on NOS programs.

The services provided under ProTech will support NOS worldwide. To support NOS, the Contractor shall provide the full range of program management, professional scientists, technical experts, consultants, and administrative support to provide professional and technical services, as well as all equipment, facilities, and travel needed to complete the work, on a timely basis in the broad areas described below and as specified by each individual task order.

### **C.3.1 Studies, Analyses, and Reports**

The Contractor shall conduct studies, numerical modeling, assessments, analyses, and reporting, which focus on current and future programs in an effort to understand outcomes, define issues, or highlight problems and areas for improvement. Program studies and analyses will involve developing, evaluating, analyzing, and reviewing coastal and oceans programs and policies that develop strategies and contribute to the state-of-the-science assessments of the climate. Specific emphasis will be focused on identifying and mitigating any Organizational Conflict of Interest (OCI) concerns for any contractors that assist the Government in conducting special studies of NOS operations. The program studies, analyses, and reports will identify and promote the use of best practices in coastal and ocean habitat planning and may be used to inform program modification and redesign. The Contractor shall develop new analytical and quantitative tools, analyze data, and develop a final report of results and recommendations. Program studies, analyses and reports may include, but are not limited to, the following:

C.3.1.1 Provide collection of coastal and ocean data and information products and perform time series, harmonic, spectral, and other statistical analyses of field data and model-generated data.

C.3.1.2 Perform 24x7 real-time monitoring and quality control of oceanographic, navigation, and meteorological data collected by sensors deployed in the field to ensure the availability, accuracy, and quality of tide, water level, current and other marine environmental information.

C.3.1.3 Provide services to investigate and report data problems (inconsistent or questionable readings, changes in sensor status, etc.) utilizing appropriate oceanographic principles, such as inter-comparisons (neighbor checks, observations vs. predictions, etc.).

C.3.1.4 Provide services to collect, analyze, evaluate, correct, and spectrally combine terrestrial, marine, airborne, and satellite gravity data and support creation of a geoid for use in geodetic control and modeling. Support publishing terrestrial and airborne gravity data for use in geodetic control and modeling.

C.3.1.5 Provide scientific support to analyze satellite data in support of Coastal and Ocean programs.

C.3.1.6 Provide data entry, manipulation, verification, quality control, and evaluation of oceanographic, meteorological data, and nautical charting systems.

C.3.1.7 Process, analyze, control quality, and disseminate data (to include data categorized as sensitive) and derived products from oceanographic, navigation and nautical charting systems, and meteorological data collected by sensors deployed in the field or space;

C.3.1.8 Develop and support routine state-of-the-science assessments of the climate system for informed decision-making; and provide archeology support to coastal and ocean programs.

C.3.1.9 Analyze and report on deficiencies in operational systems, evaluate system enhancements, and provide insight into new sensor behavior.

C.3.1.10 Provide scientific expertise support in of ocean science, biology, physical science, science policy, science project management, and natural resource management disciplines.

### **C.3.2 Applied Research, Development, Engineering, and Operations**

The Contractor shall provide scientific and engineering expertise to conduct applied research, development, engineering, consulting, and operations to support oceanic and atmospheric research for program managers and policymakers in developing state-of-the-science models, selecting new technologies for development, and determining if further program performance information is needed. The Contractor shall identify and apply appropriate methodologies and research designs needed to test particular technologies or answer a specific research question. The Contractor shall analyze data and develop a final report of results and recommendations. Applied research, development, engineering, consulting, and operations support may include, but are not limited to, the following:

C.3.2.1 Provide oceanic and atmospheric research support delineating regional ecosystems, promote partnerships at the ecosystem level, and implement cooperative strategies to improve regional ecosystem health to include diving operations.

C.3.2.2 Provide modeling and analysis, research and development, experiments, data management, findings and interpretive products, coastal ocean assessments and reports, ocean observing, and technical feasibility studies for Coastal and Ocean programs.

C.3.2.3 Enhance partner development and system engineering to advance integration across participating federal agencies and the Integrated Ocean Observing System (IOOS) Regional Associations.

C.3.2.4 Provide services for field operations of Remote Operation Vehicles, drop camera, benthic grabs or other technology to characterize the seafloor and associated biota.

C.3.2.5 Provide scientific services for development and evaluation of new simulation and predictive models to predict species habitat utilization patterns and the advancement of understanding of ecosystems.

C.3.2.6 Provide advanced technology monitoring and observing systems to expand and enhance the capabilities, such as weather and oceanographic observations, ice forecasts and newscasts, geodetic, hydrographic and topographic surveys, to provide accurate, up-to-date information.

C.3.2.7 Provide system-wide boat planning and use management; assistance to the Government on new boat construction and acquisition

C.3.2.8 Maintain a boat inventory and database; develop safe-operation guidelines and operation manuals; boat maintenance, repair, and services; day-to-day boat operation in near-shore and offshore waters.

C.3.2.9 Provide vessel support, transportation services and small boats operations related to special science and exploratory expeditions, data collection and ecosystem monitoring in the coastal ocean for all field office operations and on-the-water operations.

C.3.2.10 Provide installation and maintenance of mooring buoys, boundary markers, instrument moorings, and instrumentation packages, and technical support to the buoy team in preparation, field deployment, field maintenance and retrieval of ReCon System components.

C.3.2.11 Transfer ReCon data and integrate real-time sensor data into web displays; technical support to the engineering design process based on field and lab data analysis; and conduct sensor interoperability testing comparing ease of integration of existing software to interoperability software.

C.3.2.12 Provide Geographic Information System (GIS) services for coastal and ocean resource management and navigation and nautical charting systems.

C.3.2.13 Provide technical and analytical services for remote sensing support for coastal and ocean resource management and navigation.

C.3.2.14 Provide programmatic and technical support for marine debris projects and research for oceans and coastal hazards.

### **C.3.3 Field Sampling, Data Collecting, and Surveys**

The Contractor shall conduct field sampling, data collection, and surveys. These services will support program managers in evaluating and employing state-of-the-art-data collection technologies and determine if further sampling and collection is required. Surveys may require Contractors to identify and apply appropriate evaluation methodologies and research designs needed for a particular program or answer a specific research question. The Contractor shall analyze data and develop final reports of results and recommendations. Additionally, collection may require accessing databases from appropriate sources, constructing databases, and consulting with other experts as required. Field sampling, data collecting, and surveys may include, but are not limited to, the following:

C.3.3.1 Provide services in the design, installation, and maintenance of field data collection and field condition monitoring platforms and programs and the collection of field data, which may include, but is not limited to, diving and environmental monitoring.

C.3.3.2 Provide and assist in the design and implementation of coastal and ocean-related social science tools and methods, including, but not limited to, surveys, interviews, and focus groups.

C.3.3.3 Analyze (using both quantitative and qualitative methods) and report socio-economic data that results from coastal and ocean social science based inquiries.

C.3.3.4 Provide analytical and operational services to collect, process, and document full-scale coastal and ocean data. Data will be included as part literature to be published in scientific journals.

C.3.3.5 Collect, develop, integrate, map, and analyze Geospatial data for use in coastal and ocean resource management and navigation and nautical charting systems, as well as update and maintain geodetic models and classification of shoreline elements.

C.3.3.6 Collect biological and physical samples for chemical characterization and histopathological analysis.

#### **C.3.4 Consulting and Program and Project Management**

The Contractor shall provide consulting, program and project management services to assist in program execution, improvements and measurements. Services may include redesigning and improving the quality of the performance measurement process, performance data, and the system and method by which data are collected. Activities may include collection and analysis of program data; field observation reports; advice concerning improvement of agency measurement systems, disseminating these methods to other Government agencies and interested organizations; developing assessments, reports, and plans, logistics support, technical training, conducting independent reviews and education and outreach activities. The consulting, and program and project management services may include, but are not limited to, the following:

C.3.4.1 Provide services to the Government with strategic planning, policy development, project programming, congressional affairs, and budgeting system support to designated programs.

C.3.4.2 Provide assistance to the Government with planning, developing, and

implementing Government quality assurance programs and/or Quality Management Systems. Develop strategies for improving the quality of climate observations, analyses, interpretation, and archiving.

C.3.4.3 Provide quality assurance support for acquiring, describing, and maintaining archived coastal and ocean data and data products, metadata, and related information.

C.3.4.4 Provide assistance to the Government with developing and coordinating NOAA's homeland security-related plans, programs, and policies to enhance NOAA-wide program response, risk management, continuity of operations, and other contingency planning and program infrastructure.

C.3.4.5 Provide assistance to the Government with evaluation, analysis and review of Coastal and Oceans programs, management policies and guidance, technical assistance, review and comment for ongoing or planned environmental assessments National Environmental Policy Act (NEPA).

C.3.4.6 Develop instructions, guides, procedures, and processes for operating, maintaining, and configuring oceanographic, navigation and nautical charting systems, and meteorological systems.

C.3.4.7 Develop, test, implement, and quality control of processes and procedures for collecting coastal and ocean data.

C.3.4.8 Support document development for requirements, business analysis, and design specifications for oceanographic, navigation, and meteorological systems.

C.3.4.9 Provide assistance to the Government with administrative and technical support to the formulation and management of multi-year budgets, development of budget strategies, collection and analysis of financial data, cost collection and estimating, and developing spend plans, cost tracking and reporting systems.

C.3.4.10 Support the development and maintenance of software for the operation of budget formulation databases and for producing tracking and reports.

C.3.4.11 Provide assistance to the Government with financial services support to NOAA programs including but not limited to Interagency Agreements, grants, and other federal funding opportunities.

C.3.4.12 Provide assistance to the Government with coordinating facility access and security requirements.

C.3.4.13 Provide communication, external requests for information, and outreach projects support including document development, editing and graphic art services. Services may include design, layout, word processing, copy-editing and photocopying of reports, materials, brochures, or other printed or electronic materials. Graphic services, including graphic artists, preparation of graphs based on the analysis of technical data and in the preparation of flyers, posters, pamphlets, covers, logos, promotional materials, and end-to-end video services.

C.3.4.14 Provide assistance to the Government with programmatic and financial technical assistance to place-based Coastal and Oceans programs.

C.3.4.15 Provide assistance to the Government with the development of economic guidelines and standards, and points of view used in forecasting trends and formulating economic policy. Formulate recommendations, policies, or plans to address economic problems or to interpret relevant markets.

### **C.3.5 Capacity Building**

The Contractor shall provide products and services to support enhancing external coastal audiences' knowledge and skills.

C.3.5.1 Provide technical training for coastal professional audiences, including instructional design and materials to incorporate adult learning theory and technologies.

C.3.5.2 Provide education information focused on ocean and estuarine literacy related to NOS mission, for K-12, community members and teacher audiences, including learning networks, and instructional design to incorporate educational and instructional theory and technologies.

C.3.5.3 Provide technical assistance to address coastal and ocean management issues, providing support on products and services and working directly with local communities.

C.3.5.4 Provide logistical and programmatic support for designing and delivering collaborative processes and facilitation support.

C.3.5.5 Develop, implement and coordinate NOAA fellowship programs.

**(End of Section C)**

## **SECTION D: PACKAGING AND MARKING**

### **D.1 PACKAGING**

Unless otherwise specified, packaging of all deliverables must conform to commercial packing standards to assure safe delivery at destination. Clauses and other requirements regarding packaging shall be designated by the OCO at the task order level.

### **D.2 MARKING**

All deliverables required under this contract shall be marked in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name.

Specific marking requirements may be addressed in individual task orders.

**(End of Section D)**

## SECTION E: INSPECTION AND ACCEPTANCE

### E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Full text can be accessed electronically at the following internet address: <http://acquisition.gov/far/index.html>.

FAR Part	Title and Date
52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
52.246-3	Inspection of Supplies – Cost Reimbursement (MAY 2001)
52.246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-5	Inspection of Services – Cost Reimbursement (APR 1984)
52.246-6	Inspection – Time-and-Material and Labor-Hour (MAY 2001)
52.246-16	Responsibility for Supplies (APR 1984)

### E.2 1352.246-70 - PLACE OF ACCEPTANCE (APR 2010)

- a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.
- b) The place of acceptance will be specified in each individual Task Order.  
(End of clause)

**(End of Section E)**

**SECTION F: DELIVERIES OR PERFORMANCE**

**F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Also, the full text can be accessed electronically at the following internet address: <https://acquisition.gov/far/index.html>.

<b>FAR Part</b>	<b>Title and Date</b>
52.242-15	Stop-Work Order (AUG 1989) <i>(for other than cost reimbursement task orders)</i> and ALT I (APR 1984) <i>(for Cost Reimbursement task orders)</i>
52.242-17	Government Delay of Work (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-35	F.O.B. Destination, Within Consignee’s Premises (APR 1984)

**F.2 1352.270-70 PERIOD OF PERFORMANCE and ORDERING PERIOD (APR 2010)**

- a) The base period of performance and ordering period of this contract is from approximately January 1, 2018 through December 31, 2020. If an option is exercised, the period of performance shall be extended through the end of that option period.
- b) The optional periods that may be exercised are as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>

- c) The notice requirements for unilateral exercise of option periods and ordering periods are set out in FAR 52.217-9.  
(End of clause)

**F.3 DELIVERY**

The services required under each individual task order shall be delivered and received at the destination within the time frame specified in each order.

#### **F.4 PLACE OF PERFORMANCE**

Place of performance shall be set forth in individual task orders.

#### **F.5 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or completion date, or as soon as the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the OCO and the TO COR, in writing. This notification shall give pertinent details, but be informational only in character; this term shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

#### **F.6 DELIVERABLES**

- a) All applicable task order deliverables and their required delivery dates, destination of delivery, and schedule for completion of work to be performed, will be specified in task orders issued under this contract, as applicable.
- b) For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time at destination, Monday through Friday, unless stated otherwise in the task order.
- c) All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the initial deliverable will not be accepted. A replacement file shall be provided within two business days after notification.
- d) Any failure of the Contractor to adhere to a delivery schedule or a deliverable requirement may be reflected in the Contractor's past performance report.
- e) The following table provides a summary of reporting requirements.

Report Description	Number of Copies	Due Dates
<b>Monthly Contract Status Report</b> (Section F.6.1)	1-IDIQ CO 1-COR	15th calendar day of each month as specified in F.6.1.
<b>Monthly Task Order Status Report</b> (Section F.6.2)	1-IDIQ CO 1-OCO 1-TO COR	15th calendar day of each month, or as specified in the individual task orders as specified in F.6.2.
<b>IDIQ Escalation Plan</b> (Section F.6.3)	1 – IDIQ CO 1 – COR	No Later Than 90 Days After IDIQ contract award.

**F.6.1. Monthly Contract Progress Report**

The Contractor shall provide a Monthly Contract Progress Report (summation of individual Task Order activity), which documents the Contractor’s task order awards and modifications received during the reporting period, significant activities, issues, corrective actions, and planned significant activities projected in the next 60 day period. The report is due by the 15th calendar day of each month comprised of activity from the previous month. (For example: The report due February 15th is to cover the activity – new task orders awarded and new modifications received - for the period January 1st through January 31st.) If the 15th calendar day falls on a weekend or holiday, the report is due the following business day. If there is no activity (e.g. day. If there is no activity (e.g. no active task order) during the reporting period, “no activity” shall be annotated in the monthly report and submitted. The Monthly Contract Status Report shall be provided in Adobe electronic format and emailed to the designated recipients. The subject line of the email notice presenting the submission of the monthly report shall be annotated with - Monthly Contract Progress Report (state the *month and year*) (See Section J – Attachment J-3).

**F.6.2 Monthly Task Order Progress Report**

The Contractor shall provide a Monthly Task Order Progress Report, which documents the Contractor’s task order modifications received during the reporting period, activities, issues, corrective actions, and planned significant activities projected in the next 60 days. The report is due by the 15th calendar day of each month comprised of activity from the previous month. If the 15th calendar day falls on a weekend or holiday, the report is due the following business day. The Monthly Task Order Status Report shall be provided in Adobe electronic format and emailed to the designated recipients. The subject line of the email notice presenting the submission of the monthly report shall be annotated with - Monthly Task Order Progress Report (state the *month and year*). Additional report recipients, content, and due dates may be identified in individual

task orders.

### **F.6.3 Escalation Plan**

The Contractor shall provide an Escalation Plan, which documents the Contractor's approach to dispute resolution at the task order level and any mechanisms it has put in place for raising issues to the Domain Contracting Officer. This document should include any situations that the Contractor has identified which would trigger an automatic escalation of an issue to the Domain Contracting Officer.

This Plan is due no later than 90 days after contract award, and shall be provided in Adobe electronic format via email, to the designated recipients outlined in the deliverables table. The subject line of the email notice presenting the submission of the monthly report shall be annotated with – IDIQ Escalation Plan (state the *date of submission*). The Plan will be reviewed, and either accepted or rejected for revisions by the Domain Contracting Officer within 15 business days of receipt of the document. Upon acceptance, the Contracting Officer will sign the plan, and return a copy of the document to the Contractor for its records.

**(End of Section F)**

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data for obligations under the contract will be set forth in individual task orders.

### **G.2 PRIMARY GOVERNMENT ROLES AND RESPONSIBILITIES**

The following subsections describe the roles and responsibilities of individuals and authorized users who will be the primary Points of Contact (POC) for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at any time.

#### **G.2.1 Government Personnel**

##### **G.2.1.1 1352.201-70 Contracting Officer's Authority (APR 2010)**

The Contracting Officer (CO) – ProTech-Oceans Contract Level

The ProTech-Oceans CO, within the AGO Strategic Sourcing Acquisition Division (SSAD), has overall responsibility for administration of ProTech-Oceans. The CO, without right of delegation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the CO. In the event the contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

The ProTech-Oceans CO for this contract is:

Name: *Name and Contact information to be completed at award*

Address: National Oceanic and Atmospheric Administration Acquisition and Grants Office  
(AGO) Strategic Sourcing Acquisition Division 1325 East West Highway, Room TBD  
Silver Spring, MD 20910

Email:

Tel No:

(End of clause)

##### **G.2.1.2 1352.201-72 Contracting Officer Representative (APR 2010)**

- a) \_\_\_\_\_ is hereby designated as the Contracting Officer’s Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

The COR, within the AGO, is responsible for the receipt and acceptance of the contract-level deliverables and reports and past performance reporting for the ProTech contracts. The COR supports the PM and the CO in the general management of the program and provides technical acquisition support to the TO CORs. The COR for the Oceans Domain is:

Name: *Name and Contact information to be completed at award*

Address: National Oceanic and Atmospheric Administration Acquisition and Grants Office (AGO) Strategic Sourcing Acquisition Division 1325 East West Highway, Room Silver Spring, MD 20910

Email:

Tel No:

- b) The responsibilities and limitations of the COR are as follows:

- 1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
- 2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

### **G.2.1.3 Task Order Contracting Officer’s Representative (TO COR)**

OCO’s shall designate CORs for individual task orders that will be responsible for day-to-day coordination of task orders. The TO COR will represent the OCO in the administration of technical details within the scope of the task order. The TO COR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other

responsibilities as may be specified in the task order. The TO COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the OCO or the Government. The TO COR does not have authority to alter the Contractor's obligations or to change the task order specifications, price, terms, or conditions. If, as a result of technical discussions, it is desirable to modify task order obligations or the specification, changes will be issued in writing and signed by the OCO.

### **G.3 1352.216-76 PLACEMENT OF ORDERS (APR 2010)**

a) The contractor shall provide goods and/or services under this contract only as directed in Task Orders issued by authorized individuals. In accordance with FAR 16.505, each order will include:

- 1) Date of order;
- 2) Contract number and order number;
- 3) Item number and description, quantity, and unit price or estimated cost or fee;
- 4) Delivery or performance date;
- 5) Place of delivery or performance (including consignee);
- 6) Packaging, packing, and shipping instructions, if any;
- 7) Accounting and appropriation data;
- 8) Method of invoicing, payment and payment office, if not specified in the contract;
- 9) Any other pertinent information.

b) In accordance with FAR 52.216-18, Ordering, the following individuals (or activities) are authorized to place orders against this contract:

All warranted DOC COs are considered designated ordering officials for this IDIQ.

c) If multiple awards have been made, the contact information for the ProTech ombudsman is:

*Name and Contact information to be completed at award*

National Oceanic and Atmospheric Administration Acquisition and Grants Office

1325 East West Highway, Room 11359 Silver Spring, MD 20910

(End of clause)

#### **G.3.1 Ordering Process**

All ProTech-Oceans contract holders will be provided a fair opportunity to be considered on task orders, in accordance with FAR 16.505(b)(1), unless exempted in accordance with applicable terms of the Federal Acquisition Regulation. The OCO, in consultation with the TO COR or other designated technical representatives, will examine the capabilities of the award holders in

order to determine if a small business or other socio-economic category set-aside is appropriate for each order. After completing this examination, the OCO may limit competition for an order to small businesses or a socio-economic category. The OCO will then solicit proposals from the contractors within the appropriate small business category, as applicable, or open the competition to all contract holders after review and coordination with either the NOAA Small Business Office or the OCO's cognizant Small Business Office, and the Small Business Administration (SBA).

In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the OCO, the OCO reserves the right to withdraw and cancel the proposed task. In such event, the Contractor(s) shall be notified in writing of the OCO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

#### **G.4 EVALUATION OF CONTRACTOR PERFORMANCE**

Past performance information is relevant for task order source selection purposes. It includes, but is not limited to: the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's adherence to contract schedules, including the administrative aspects of performance; execution within cost/price; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

- a) Purpose - In accordance with FAR 42.1502(d), the Contractor's performance will be periodically evaluated by the Government in CPARS, in order to provide current information for source selection purposes. These evaluations will therefore be marked "Source Selection Information." CPARS shall be completed for the IDIQ contracts, and may be completed for task orders when determined useful for source selection purposes. A CPARS evaluation will be required for all task orders in excess of the Simplified Acquisition Threshold and issued by DOC Bureaus outside of NOAA.
- b) Performance Evaluation Period - The Contractor's performance will be evaluated at least annually. CPARS is a web-enabled tool to evaluate the Contractor's performance and for the Government and Contractor to review, comment on, and approve evaluations.
- c) Performance Evaluation Factors - The Contractor's performance will be evaluated in accordance with the factors identified within the contract requirement.
- d) Contract Review - A copy of the evaluation will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor shall submit comments,

rebutting statements, or additional information to the reviewing official within 30 calendar days after receipt of the evaluation. The tool is located at <http://www.cpars.csd.disa.mil>. The Contractor will be allowed 30 calendar days to submit comments, rebutting statements, or additional information. Comments, if any, shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel.

- e) Resolving Disagreements between the Government and the Contractor - Disagreements between the parties regarding the evaluation will be reviewed at a level above the Contracting Officer. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, Contractor's response, and review comments, if any, will be retained as part of the evaluation.
- f) Release of Contractor Performance Evaluation Information - The completed evaluation will be available to Government source selection personnel through the Past Performance Information Retrieval System (PPIRS). Disclosure of such information outside the Government could cause harm both to the commercial interest of the Government and to the competitive position of the Contractor being evaluated as well as impede the efficiency of Government operations.
- g) Retention Period - The agency will retain past performance information for a maximum period of three years after completion of contract performance for the purpose of providing source selection information for future contract awards.

#### **G.5 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)**

The Government will specify any Government property provided to the Contractor in specific task orders. The Contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract to include:

Item No. Description Quantity Delivery Date  
Property/Tag Number (if applicable)  
(End of clause)

#### **G.6 CONTRACTOR COMPETITION REFRESH POOL**

The Government reserves the right to award additional contracts if it is determined to be in its best interest. The competition refresh process may be used to maintain a sufficient number of

contractors for the work contemplated under the program. The Government shall have sole discretion to determine when and how many additional contracts shall be awarded. The competition refresh will be announced in the designated Government wide point of entry, Federal Business Opportunities. Contracts awarded under the competition refresh will share in the ceiling and period of performance established for the ProTech program and relevant IDIQ contract and such awards shall not result in changes to existing contracts.

## **G.9 INTERRELATIONSHIPS OF CONTRACTORS**

DOC, NOAA, and/or other Government agencies may have entered into contractual agreements in order to provide professional services requirements separate from the work to be performed under the ProTech program. Further, DOC, NOAA, and/or other Government agencies may extend these existing agreements or enter into new agreements. The Contractor may be required to coordinate with other such Contractor(s) on work not related to ProTech through the cognizant CO and/or designated representative in providing suitable, non-conflicting technical and/or management interfaces and in avoidance of duplication of effort.

## **G.10 NON-PERSONAL SERVICES**

No personal services, as defined by subpart 37.104 of the FAR shall be performed under ProTech- Oceans. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer and pertinent OCO of this communication or action.

The Contractor shall not perform any inherently governmental functions under this contract. No Contractor employee shall represent themselves to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties or other Government employees, in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government agencies, the Contractor employee shall state that he/she have no authority to in any way change the contract. If any Contractor believes that a communication is a direction to change its contract, he or she should notify the appropriate Contracting Officer and not carry out the direction until a clarification has been issued by the Contracting Officer. The Contractor shall ensure that all of its employees and consultants working on ProTech-Oceans are informed of the substance of this section. Moreover TO CORs

will designate and provide close surveillance on any task order work determined by the OCO to be “closely associated” to inherently Government work. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under ProTech-Oceans. The substance of this section shall be included in all subcontracts at any tier.

#### **G.11 AUTHORIZATION OF GOVERNMENT PAID TRAVEL**

Travel may be necessary in order to accomplish certain task(s) contained in task orders issued under ProTech-Oceans. Travel must be deemed necessary and authorized by the TO COR prior to the date of travel in order to be paid for by the Government. Only in exceptional circumstances will travel be reimbursed at more than applicable rates cited in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the United States or the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered above.

#### **G.12 PHASE-OUT CONTRACTS**

Upon expiration of either a ProTech-Oceans task order or the delivery period of the IDIQ contract itself, and the award of a new contract, the incumbent ProTech Oceans Contractor shall work with the successor, at the request of the Government, for a period of up to 90 days after award to ensure an orderly transition from incumbent to successor Contractor without interruption to or loss of proficiency of services. Phase-out services shall include the training of any successor Contractor by the incumbent ProTech- Oceans Contractor. The orderly transfer of work from the incumbent ProTech-Oceans Contractor to the successor shall be addressed during the phase-out period. The incumbent ProTech-Oceans Contractor bears the ultimate responsibility for performance under its respective contract and of all required Task Order services during the phase-out period.

#### **G.13 NOAA ACQUISITION AND GRANTS OFFICE OMBUDSMAN (OCT 2016)**

a. The NOAA Acquisition and Grants Office (AGO) Ombudsman is available to organizations to promote responsible and meaningful exchanges of information. Generally, the purpose of these exchanges will be to:

1. Allow contractors to better prepare for and propose on business opportunities.
2. Advise as to technologies and solutions within the marketplace that the Government may not be aware of, or is not fully benefiting from.
3. Identify constraints in transparency and process.

b. The AGO Ombudsman will objectively, reasonably, and responsibly collaborate with parties and recommend fair, impartial, and constructive solutions to the matters presented to him/her. Further, the AGO Ombudsman will maintain the reasonable and responsible confidentiality of the source of a concern, when such a request has been formally made by an authorized officer of an organization seeking to do business with, or already doing business with NOAA.

c. Before consulting with the AGO Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations with the respective contracting officer for resolution. However, direct access to the AGO Ombudsman may be sought when an interested party questions the objectivity or equity of a contracting officer's decision, or when there is a bona fide reason to believe that reasonable, responsible, and objective consideration will not be received from an assigned contracting officer.

d. There are several constraints to the scope of the AGO Ombudsman's authority, for instance:

1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A-76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates, etc.).
2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.
3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.
4. The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.
5. The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.
6. The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the U.S. Government.
7. The AGO Ombudsman is not NOAA's agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).

e. After review and analysis of a filed concern or recommendation, the AGO Ombudsman may refer the interested party to another more suitable federal official for consideration. Moreover, concerns, disagreements, and/or recommendations that cannot be resolved by the AGO Ombudsman will need to be pursued through more formal venues.

f. The AGO Ombudsman is not to be contacted to request copies of forms and/or documents

under the purview of a contracting officer. Such documents include Requests for Information, solicitations, amendments, contracts, modifications, or conference materials.

g. Questions regarding this solicitation and contract language shall be directed to Rafael Roman, NOAA AGO Ombudsman, at [Rafael.Roman@noaa.gov](mailto:Rafael.Roman@noaa.gov).

**(End of Section G)**

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Also, the full text can be accessed electronically at the following internet address: <http://farsite.hill.af.mil/vffara.htm>.

CAR Part	Title and Date
1352.208-70	Restrictions on Printing and Duplicating (APR 2010)
1352.208-72	Restrictions Against Disclosure (APR 2010)
1352.209-73	Compliance With the Laws (APR 2010)
1352.209-74	Organizational Conflict of Interest (APR 2010)
1352.216-74	Task Orders (APR 2010)
1352.227-70	Rights in Data, Assignment Of Copyright (APR 2010)
1352.228-71	Deductibles Under Required Insurance Coverage – Cost Reimbursement (APR 2010)
1352.228-72	Deductibles Under Required Insurance Coverage – Fixed Price (APR 2010)
1352.228-76	Approval of Group Insurance Plans (APR 2010)
1352.231-71	Duplication of Effort (APR 2010)
1352.237-70	Security Processing Requirements – High or Moderate Risk Contracts (APR 2010)
1352.237-71	Security Processing Requirements – Low Risk Contracts (APR 2010)
1352.237-72	Security Processing Requirements – National Security Contracts (APR 2010)
1352.237-73	Foreign National Visitor and Guest Access to Departmental Resources (APR 2010)
1352.239-72	Security Requirements for Information Technology Resources (APR 2010)

### **H.2 AUTHORIZED USERS**

ProTech-Oceans is available for use by NOAA and its Line and Staff Offices, as well as other Bureaus, Agencies, Administrations, and Offices within the DOC.

### **H.3 STANDARD OF CONDUCT AT GOVERNMENT FACILITIES**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, attendance, accessibility, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as necessary.

#### **H.4 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of ProTech-Oceans in any publicity/news release or commercial advertising without first obtaining explicit written consent to do so from the ProTech-Oceans CO. This restriction does not apply to marketing materials developed for presentations to potential Government customers of the ProTech IDIQ Program.

For task orders, the Contractor shall also obtain the written consent of the OCO. If consent is obtained, the Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the service provided is endorsed or preferred by the Federal Government, or is considered by the Government to be superior to other products or services.

#### **H.5 CONTRACTOR EMPLOYEES' IDENTIFICATION**

During the period of ProTech-Oceans, the rights of ingress and egress to and from any Government office for Contractor's personnel shall be made available, as deemed necessary by the Government. All Contractor employees must identify themselves as contractors in all communications. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges may be worn on the outer garment. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

#### **H.6 INCORPORATION OF SUBCONTRACTING PLAN**

The [insert Contractor name] subcontracting plan, dated [insert date], in response to the solicitation, and submitted in accordance with FAR 52.219-9, Small Business Subcontracting Plan, is hereby approved and incorporated herein.

#### **H.7 NOTIFICATION REQUIREMENTS FOR T&M AND COST REIMBURSEMENT CONTRACTS**

Contractor notification requirements for FAR Clause 52.232-20(b), Limitation of Cost, FAR Clause 52.232-22 (c), Limitation of Funds, for Cost Reimbursement task orders, and FAR

Clause 52.232-7(d), Payments under Time and Materials and Labor-Hours, for T&M TOs (clauses are in Section I by reference), shall be accomplished only by separate correspondence directed to the OCO with copies to the TO COR. No other form of “notification” (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the OCO shall not constitute compliance with this requirement.

## **H.8 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE**

a) The Government hereby provides notification that Government personnel observe the listed days as holidays:

- |                                   |                      |
|-----------------------------------|----------------------|
| (1) New Year's Day                | (6) Labor Day        |
| (2) Martin Luther King's Birthday | (7) Columbus Day     |
| (3) President's Day               | (8) Veterans' Day    |
| (4) Memorial Day                  | (9) Thanksgiving Day |
| (5) Independence Day              | (10) Christmas Day   |

b) In addition to the days designated as holidays, the Government observes the following days:

- (1) Any other day designated by Federal Statute
- (2) Any other day designated by Executive Order
- (3) Any other day designated by the President's Proclamation

c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel are authorized by the Government to work during the holiday at a Government site, they may be reimbursed by the Contractor; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

d) When the Federal entities grant excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel at a Government site to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the OCO or the TO COR.

e) If Government personnel are furloughed, the Contractor shall contact the OCO, or the TO COR to receive direction. It is the Government's decision as to whether the contract

price/cost will be affected. Generally, the following situations apply:

- (1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station), shall continue to work and the contract price shall not be reduced or increased.
  - (2) Contractor personnel that are not able to continue contract performance (e.g., support functions), may be asked to cease their work effort.
- f) In those situations that Government personnel are furloughed, the Contractor may not invoice for their employees working during the Government furlough, until such time as any special legislation affecting Government personnel is signed into law.
- g) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

## **H.9 ON-LINE PROPOSAL AND ORDERING CAPABILITY**

In the future, NOAA may establish an internet portal for the purpose of electronic and paperless task order processing. The Contractor will be required to support the electronic information requirements of the portal. The processing procedures and information requirements will be incorporated into the contract at the time such capability is implemented.

## **H.10 POST AWARD CONFERENCE**

The Contractor shall participate in person, in a post award conference to be held within 30 business days after the ProTech-Oceans awards. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems.

The CO is responsible for establishing the time and place of the conference, and will notify the appropriate Government stakeholders and the Contractors. The conference may be conducted at a location within the Washington, D.C. commuting area at the Government's discretion or regionally to facilitate Contractor attendance.

The Contractor shall attend post award conferences on task orders as required. The TO post award conferences will establish work level points of contact for the TO, as well as determine the TO administration strategy, roles and responsibilities; and ensure prompt payment and TO closeout.

## **H.11 1352.209-71 LIMITATION ON FUTURE CONTRACTING (APR 2010)**

(a) The following restrictions and definitions apply to prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

(i) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries, and successors in interest.

(ii) "Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(iii) i) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution.

Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(iv) "System" means the system that is the subject of this contract.

(v) "System Life" means all phases of the system's development, production, or support.

(vi) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(vii) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

(2) Restrictions: The contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other contractors. The contractor's judgment and

recommendations must be objective, impartial, and independent. To avoid the prospect of the contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the contractor is precluded for the life of the system from award of a DOC contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DOC supplier for the system or any of its major components.

(b) Alternate III (APR 2010) The contractor may gain access to proprietary information of other companies during contract performance. The contractor agrees to enter into company-to-company agreements to protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company, and to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the contractor from other sources and information furnished voluntarily without restriction.

(c) Alternate IV (APR 2010) The contractor agrees to accept and to complete all issued task orders, and to not contract with Government prime contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

(d) Alternative VI (APR 2010) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

(End of clause)

**H.12 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)**

(a) The contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to know" basis. The contractor agrees to immediately notify the Contracting Officer in writing in the event that the contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) The contractor agrees that it will not disclose any information described in subsection (a)

to any person unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

### **H.13 1352.228-70 INSURANCE COVERAGE (APR 2010)**

(a) Workers Compensation and Employer's Liability. The contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$1,000,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General liability.

(1) The contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of \$[To be completed on a task order basis as applicable].

(c) Automobile liability. The contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

(End of clause)

#### **H.14 1352.237-75 KEY PERSONNEL (Apr 2010)**

(a) The Contractor shall assign to this contract the following key personnel: Program Manager [Name to be included at time of award] who shall be responsible for comprehensive account support for the ProTech-Oceans contract and act as the central point of contact with the Government for all contract-level issues. The PM will represent the Contractor at all post-award contract-level meetings.

(b) The Contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect and approved changes.

(End of Clause)

#### **H.15 NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL**

The Contractor is advised that the Government may utilize the outside Contractors and/or Consultants listed below to assist in the administration of this contract. These Contractors/Consultants will have access to any and all information submitted by the Contractor and will be subject to the restrictions contained in CAR Clauses 1352.209-71 Limitation of Future Contracting, 1352.209-72 Restrictions Against Disclosure, 1352.209-74 Organizational Conflict of Interest and FAR Clause 52.203-16 Preventing Personal Conflicts of Interest. The companies/organizations employing the subject Contractors/Consultants are also required to comply with these same confidentiality restrictions. All federal and non-federal personnel supporting the Government in the administration of this contract will have executed Non-Disclosure Agreements.

- a. Company: IM Solutions, LLC  
3600 Pointe Center Court, Suite 200  
Dumfries, VA 22026
- b. Company: Stafford Consulting  
3005 Braxton Wood Court  
Fairfax, VA 22031
- c. Company: Veterans Management Services, Inc.  
14 Pidgeon Hill Drive, Suite 500  
Sterling, VA 20165
- d. Company: A Frame Solutions  
475 K Street NW, Suite 407  
Washington, DC 20001

#### **H.16 NOTICE OF POST-GOVERNMENT EMPLOYMENT RESTRICTIONS (OCT 2015)**

By submission of an offer in response to a NOAA solicitation or acceptance of a contract, the contractor acknowledges the restriction on current NOAA employees regarding contact with offerors regarding prospective employment and the corresponding obligations for contractors who engage them. The contractor further acknowledges that it has provided notice to former NOAA employees who will provide service to NOAA under the contract of post-Government employment restrictions that apply to them. Such restrictions include, but are not limited to, those set forth in:

- (a) 41 U.S.C. § 2103 regarding contacts between a federal employee working on a procurement and an offeror about prospective employment;
- (b) 18 U.S.C. § 207 regarding the restrictions on former federal employees having contact with a federal agency on behalf of another person or entity concerning a specific party matter with which the former employee was involved as a federal employee or for which the former federal employee had official responsibility;
- (c) 18 U.S.C. § 207 regarding the restrictions on former senior employees and senior political employees from having contact with his former federal agency on behalf of another person or entity concerning any official matter; and

(d) 41 U.S.C. § 2104 regarding the restrictions on a former federal employee involved in an acquisition over \$10,000,000 from accepting compensation from a contractor.

(End of Clause)

(End of Section H)

## SECTION I: CONTRACT CLAUSES

### **I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text may be accessed electronically at the following Internet address: <http://acquisition.gov/far/index.html>.

FAR Part	Title and Date
52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2012)
52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015)
52.203-14	Display of Hotline Poster(s) (OCT 2015)
52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive kick and First-Tier Subcontract Awards (OCT 2015)
52.204-13	System for Award Management Maintenance (JUL 2013)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
52.210-1	Market Research (APR 2011)
52.211-5	Material Requirements (AUG 2000)
52.215-2	Audit and Records – Negotiation (OCT 2010)
52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction For Defective Cost or Pricing Data (AUG 2011)

- 52.215-14 Integrity of Unit Prices (OCT 2010)
- 52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)
- 52.215-16 Facilities Capital Cost of Money (JUN 2003)
- 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-19 Notification of Ownership Changes (OCT 1997)
- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 2010)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)
- 52.216-7 Allowable Cost and Payment (JUN 2013)
- 52.216-8 Fixed Fee (JUN 2011)
- 52.219-3 Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-8 Utilization of Small Business Concerns (OCT 2014)
- 52.219-9 Small Business Subcontracting Plan (OCT 2015)
- 52.219-14 Limitations on Subcontracting (NOV 2011)
- 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)
- 52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
- 52.219-28 Post-Award Small Business Program Re-representation (JUL 2013)
- 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015)
- 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)
- 52.222-2 Payment for Overtime Premiums (JUL 1990)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-17 Non-displacement of Qualified Workers (MAY 2014)
- 52.222-19 Child Labor-Cooperation with Authorities and Remedies (FEB 2016)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (APR 2015)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (OCT 2015)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUL 2014)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (FEB 2016)

- 52.222-38 Compliance with Veterans' Employment Reporting Requirements (FEB 2016)
- 52.222-40 Notification of Employee Rights under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (MAR 2015)
- 52.222-54 Employment Eligibility Verification (OCT 2015)
- 52.222-60 Paycheck Transparency (Executive Order 13673) (OCT 2016)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-10 Waste Reduction Program (MAY 2011)
- 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (OCT 2015)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.224-3 Privacy Training (JAN 2017)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-3 Patent Indemnity (APR 1984)
- 52.227-14 Rights in Data - General – Alternate IV (MAY 2014)
- 52.227-17 Rights in Data-Special Works (DEC 2007)
- 52.228-5 Insurance – Work on a Government Installation (JAN 1997)
- 52.228-7 Insurance – Liability to Third Persons (MAR 1996)
- 52.229-3 Federal, State, and Local Taxes (FEB 2013)
- 52.230-1 Cost Accounting Standards Notices and Certification (OCT 2015)
- 52.230-2 Cost Accounting Standards (OCT 2015)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (OCT 2015)
- 52.230-6 Administration of Cost Accounting Standards (JUN 2010)
- 52.232-1 Payments (APR 1984)
- 52.232-7 Payments Under Time and Materials and Labor-Hour Contracts (AUG 2012)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-11 Extras (APR 1984)
- 52.232-16 Progress Payments (APR 2012)
- 52.232-17 Interest (MAY 2014)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

- 52.232-20 Limitation of Cost (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-25 Prompt Payment (JUL 2013) ALT I (JUL 2013)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (JUL 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.233-1 Disputes (MAY 2014) ALT I (MAY 2014)
- 52.233-3 Protest After Award (AUG 1996) ALT I (JUN 1985)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.239-1 Privacy or Security Safeguards (AUG 1996)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.242-3 Penalties for Unallowable Costs (MAY 2014)
- 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 52.242-5 Payments to Small Business Subcontractors (JAN 2017)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes--Fixed-Price (AUG 1987) ALT II (APR 1984)
- 52.243-2 Changes – Cost Reimbursement (AUG 1987) ALT I and ALT II (APR 1984)
- 52.243-3 Changes–Time and Materials or Labor Hours (SEP 2000)
- 52.244-2 Subcontracts (OCT 2010)
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items (DEC 2015)
- 52.245-1 Government Property (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-23 Limitation of Liability (FEB 1997)
- 52.246-25 Limitation of Liability – Services (FEB 1997)
- 52.248-1 Value Engineering (OCT 2010)
- 52.249-2 Termination for Convenience of the Government (Fixed Price) (APR 2012)
- 52.249-6 Termination (Cost Reimbursement)(MAY 2004) and ALT IV (SEP 1996)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.249-14 Excusable Delays (APR 1984)
- 52.251-1 Government Supply Sources (APR 2012)
- 52.253-1 Computer Generated Forms (JAN 1991)

**I.2 52.216-18 ORDERING (OCT 1995).**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through the end of the current period of performance on the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the Simplified Acquisition Threshold, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$50,000,000;

(2) Any order for a combination of items in excess of \$50,000,000; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 years from the final date of the contract ordering period.

(End of clause)

**I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days of the end of the current period of performance of the contract.

(End of Clause)

**I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. Term is defined as both the

period of performance and ordering period of the contract, which shall run concurrently from the effective period of the award, through the end of the currently period of performance of the contract.

(b) If the Government exercises this option to extend the term of the contract, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(d) The delivery period of the IDIQ shall not exceed 60 months after the end of the term of the contract.

(End of Clause)

Possibilities for not exercising an option on an IDIQ award can include, but are not limited to the following:

1. Failure to meet the deliverables, compliance, or performance standards at the IDIQ or task order level.
2. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
3. Consistent lack of competing on task orders the OCO's market research has determined a contractor is capable of fulfilling.
4. Taking any other action which is not permitted under the ProTech IDIQ Terms and Conditions.

#### **I.7 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)**

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

#### **I.8 52.219-14 LIMITATION OF SUBCONTRACTING (NOV 2011)**

Limitation of Subcontracting is applicable to the entire contract. The Contracting Officer and/or the OCO have the discretion to apply the Limitation of Subcontracting clause at the task order level.

(End of Section I)

## **SECTION J: LIST OF ATTACHMENTS**

- J-1 Ceiling Hourly Rate Table by Labor Category (to be completed at time of award)
- J-2 Labor Category Descriptions
- J-3 Sample Monthly Contract Progress Report
- J-4 RFP Question and Comment Template (to be deleted at award)
- J-5 Fillable Past Performance Questionnaire (to be deleted at award)
- J-6 Cost/Price Template for Ceiling Rates (to be deleted at award)

(End of Section J)

## SECTION K: REPRESENTATIONS AND CERTIFICATIONS

### K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$15M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
  - (A) ) If the acquisition value is less than \$25,000, the basic provision applies.

(B) ) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) ) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) ) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan— Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this

offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

**K.2 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)**

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite delivery-indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by

submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database at <https://www.acquisition.gov> (see 52.204-7)

(End of provision)

#### **K.4 52-225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No. Country of Origin:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer

determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

**K.5 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked “Yes” above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

(End of Section K)

## SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### **DRAFT RFP QUESTIONS**

Questions should be submitted to [protech.oceans@noaa.gov](mailto:protech.oceans@noaa.gov), with the subject header of DRAFT Oceans RFP Questions [Company Name].

Questions are due no later than **5:00 PM EDT on April 11, 2017.**

### **L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make the full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://acquisition.gov/far/index.html>.

FAR Clause No.	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (JUL 2013)
52.204-7	System for Award Management (JUL 2013)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.204-18 52.204-18)	Commercial and Government Entity Code Management (JUL2015) (Reference
52.215-1 15.209)	Instructions to Offerors – Competitive Acquisition (JAN 2004) (Ref.
52.215-22 (OCT 2009)	Limitations on Pass-through Charges – Identification of Subcontract Effort
52.216-27	Single or Multiple Awards (OCT 1995)
52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB
52-222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
52.232-8 2013)	Submission of Electronic Funds Transfer Information with Offer (JUL
52.237-10	Identification of Uncompensated Overtime (OCT 1997)
1352.215-70	Proposal Preparation (Apr 2010)
1352.233-71	GAO and Court of Federal Claims Protests (APR 2010)
1352.239-71	Electronic and Information Technology (APR 2010)

## 1352.209-70 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) There is a potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to access to acquisition sensitive information. Accordingly:

(1) Restrictions are needed to ensure that information outlined in (a) is not used in the development of a proposal for this requirement.

(2) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) The organizational conflict of interest clause in this solicitation may not be modified or deleted.

(End of Provision)

## **L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of multiple Indefinite Delivery, Indefinite Quantity contracts resulting from this solicitation. The contracts will utilize Cost Reimbursement, Time & Material, Labor Hour, and Firm-Fixed Price task orders.

(End of Provision)

## **L.3 PROTESTS**

### **L.3.1 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Courtney Holbrook, Contracting Officer  
National Oceanic and Atmospheric Administration  
Acquisition and Grants Office/SSAD 1325 East West Highway, Room 11120  
Silver Spring, MD 21910

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**L.3.2 1352.233-70 AGENCY PROTESTS (APR 2010)**

- (a) An agency protest may be filed with either:
  - (1) The contracting officer, or
  - (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).
  
- (b) Agency protests filed with the Contracting Officer shall be sent to the following address:
  - Courtney Holbrook Contracting Officer
  - National Oceanic and Atmospheric Administration
  - Acquisition and Grants Office/SSAD 1325 East West Highway, Room 11114
  - Silver Spring, MD 21910
  
- (c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Jay Standring, Supervisory Contracting Officer, Strategic Sourcing Acquisition Division, NOAA Acquisition and Grants Office, SSMC 2, Room 11120,, 1325 East West Highway, Silver Spring, MD 20910.
  
- (d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.
  
- (e) Service upon the Contract Law Division shall be made as follows:
  - U.S. Department of Commerce Office of the General Counsel
  - Chief, Contract Law Division, Room 5893 Herbert C. Hoover Building
  - 14th Street and Constitution Avenue, NW. Washington, DC 20230
  - FAX: (202) 482-5858
  - (End of clause)

**L.4 SMALL BUSINESS CLASSIFICATION CODE**

The NAICS code for this acquisition is 541620 with a size standard of \$15M.

## **L.5 SMALL BUSINESS RESERVE**

This reserve is conducted in accordance with 13 CFR 125.2(e)(4) and therefore, if there are two or more contract awards to any one type of small business concern, the Government may compete any orders solely amongst the specified types of small business concerns if the “rule of two” or an alternative set-aside requirement provided in the small business program have been met. If there are several awards to several different types of small businesses the Government may compete on any orders solely amongst all of the small business concerns if the “rule of two” has been met. If there is only one contract award to any one type of small business concern the Government may issue orders directly to that concern for work that it can perform.

## **L.6 PROPOSAL PREPARATION COSTS**

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal in response to this RFP.

## **L.7 PROPOSAL SCHEDULE**

Proposals are due in electronic format no later than [To be filled in at release of final RFP] to the email listed below.

Email: [protech.oceans@noaa.gov](mailto:protech.oceans@noaa.gov)

Note: See the proposal submission instructions, including the provision describing treatment of late submissions, notifications, and withdraws of proposals at FAR Clause 52.215-1, Instructions to Offerors – Competitive Acquisition.

### **L.7.1 Communications and Questions**

Communications and questions concerning this solicitation or requests for clarification shall be made in writing to the CO.

Interested parties shall submit questions regarding this solicitation using Attachment J-4, RFP Question and Comment Template, by electronic mail to [protech.oceans@noaa.gov](mailto:protech.oceans@noaa.gov), with the solicitation number in the subject line. Questions shall be submitted by 3:00 PM Eastern Standard Time on [To be filled in at release of final RFP]. Please be advised that questions that do not have the appropriate reference information may not be answered. The Government will attempt, but does not guarantee, that it will answer questions submitted after the date specified above. Regardless of when posed, all answers to question not involving discussion of proprietary information will be answered via formal amendment to the solicitation and provided to all

Offerors on the Internet at [www.fbo.gov](http://www.fbo.gov). NOAA will not attribute the questions to the submitting Offerors, but the text of the questions and answers will be available to the general public.

#### L.7.2 Delivery of Proposals

All proposals shall be exclusively submitted in electronic format as specified below. The Government does not authorize submission of hard copy, telegraphic or facsimile offers for this solicitation. The Offeror shall mark the electronic file with the Solicitation Number: TBD. Offerors shall deliver proposals electronically as follows: [protech.oceans@noaa.gov](mailto:protech.oceans@noaa.gov). The email must include the name of the organization, along with the name and phone number of the individual delivering the proposal.

#### L.8 NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL

1) Offerors are advised that the Government may utilize Contractors and/or Consultants listed below to assist in the evaluation of the proposals for this acquisition. These Contractors/Consultants will have access to any and all information submitted by Offerors and will be subject to the restrictions contained in CAR Clauses 1352.209-71 Limitation of Future Contracting, 1352.209-72 Restrictions Against Disclosure, 1352.209-74 Organizational Conflict of Interest and FAR Clause 52.203-16 Preventing Personal Conflicts of Interest. The companies/organizations employing the subject Contractors/Consultants are also required to comply with these same confidentiality restrictions. All federal and non-federal personnel participating in the evaluation of this acquisition will have executed Non-Disclosure Agreements.

- a. Company: IM Solutions, LLC  
3600 Pointe Center Court, Suite 200  
Dumfries, VA 22026
- b. Company: Stafford Consulting  
3005 Braxton Wood Court  
Fairfax, VA 22031
- c. Company: Veterans Management Services, Inc.  
14 Pidgeon Hill Drive, Suite 500  
Sterling, VA 20165
- d. Company: A Frame Solutions  
475 K Street NW, Suite 407  
Washington, DC 20001

2) The Offeror agrees, by its submission of a response to the solicitation, to have its proposal reviewed by these Contractors/Consultants for the purpose of providing technical or cost/price analyses to the Government unless the Offeror provides objections to such disclosure as follows. The Offeror shall (1) submit the objection in writing to the Contracting Officer at least 5 days prior to the date set for receipt of the proposals; and (2) include a detailed statement of the basis for the objection.

## **L.9 GENERAL INSTRUCTIONS**

Offerors shall examine and follow all instructions. Failure to do so will be at the Offeror's own risk. Offerors whose proposals do not follow all instructions may be deemed "Noncompliant" and disqualified from further evaluation. Proposals shall conform to solicitation provisions and be prepared in accordance with this section. To aid in the evaluations, proposals shall be neatly prepared, clearly and concisely written, properly indexed, and logically assembled. Offerors are asked to bear in mind that all material submitted should be directly pertinent to the solicitation requirements.

Extraneous narratives, elaborate brochures, uninformative "PR" material, and so forth, shall not be submitted. All pages of each part shall be appropriately numbered, identified with the name of the Offeror, the date, and the solicitation number.

Offeror proposal submissions shall address all requirements identified in Section L and the evaluation factors set forth in Section M of the solicitation. In order to be considered for an award, Small Business Offerors shall address all requirements in Section L, except the submission of a Subcontracting Plan in Volume III.

All acceptable proposals must demonstrate the Offeror's understanding of the requirements and associated risks. The Government considers statements that the prospective Offeror understands, can, or will comply with the specifications, or statements paraphrasing the requirements or parts thereof to be inadequate and unsatisfactory. The Government further considers mere reiteration of the requirement or standard reference material to also be inadequate and unsatisfactory. Such responses may result in a proposal being deemed unacceptable and ineligible for award.

The Government will allow offerors to submit a 1 page Capability Matrix at the beginning of Volume II - Corporate Experience and Commitment, detailing which elements the SOW the offeror is capable of doing, and where within Volume II the offeror's approach for completing that specific work is addressed.

NOAA's intent is to make awards for this solicitation in the 1st Quarter FY18. This information

is provided for use as a basis for schedules and labor rate calculations. For pricing purposes in response to Section L.10.5, assume a start date of around January 1, 2018..

The proposal shall be valid for not less than 365 calendar days from the proposal due date. The Offeror shall make a clear statement that the proposal is valid until such date in Volume I, Administrative of the proposal. The Government reserves the right to request additional information after receipt of Offeror's response to the solicitation.

#### L.9.1 Proposal Integrity

In responding to this RFP, it is the Offeror's responsibility to provide current, complete and accurate information in their proposal. If, in reviewing the proposal, the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used in the evaluation or by the CO as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for award.

#### L.9.2 Format Instructions

The electronic submission for Volumes I, II, III, IV and V as separate electronic files shall contain one copy of the respective proposal volume in Adobe Acrobat portable document format (i.e. ".pdf"). In addition, the electronic submission for Volume V shall incorporate ATTACHMENT J-6 and shall contain the requested information as stated in L.10.5. All Security permissions on the excel spreadsheet (i.e. ".xls") shall be set to allow the Government to select, cut, paste, review, and print text and graphics without the need for a password. Each email will be limited in size to 20MB or less. If multiple emails are required the subject of the email shall specify the number and total of email submissions, e.g., 1 of 2, 2 of 2, etc.

Each volume submitted, as a separate electronic file shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and solicitation number in either the headers or footers. A Table of Contents should be created using the Table of Contents feature in MS Word. Files shall use the following page setup parameters:

Margins – Top, Bottom, Left, Right - 1" Gutter – 0"

Page Size, Width – 8.5"

Page Size, Height – 11"

Orientation – Portrait, except as specified below The following additional restrictions apply:

Pages shall be single-spaced and each paragraph shall be separated by at least 6 point spacing.

The Offeror will use a standard, Times New Roman 12-point minimum font. The Offeror may use a reduced legible font size, not less than 8-point in Times New Roman, Arial, Cambria, or Calibri font, and landscape orientation for Tables and Illustrations. Align all text in “Align Left.” Do not “Justify” text. Use a single column (vice double column) text format. All printed pages shall contain the phrase: “SOURCE SELECTION INFORMATION” (printed, watermarked or stamped) in addition to referencing the FAR 3.104-4 proprietary data notice provided on the front/cover page. SF33, SF30s, financial statements, and Representations and Certifications from SAM.gov need not conform to the formatting instructions provided above.

**L.10 FORMAT AND INSTRUCTIONS FOR PROPOSAL SUBMISSION**

Offeror’s proposals must consist of Volumes I through V, as set forth in the below Table.

Volume	Title	Page Limitations
I	Administrative	
	Section I – Executive Summary	3 page limit
	Section II –Solicitation Documents	No page limit
	Section III – CAGE, DUNs and TIN, Prime’s financial documents, and adequate accounting system evidence	No page limit
	Section IV – Organizational Conflict of Interest Mitigation Plan	No page limit
	Section V – Representations and Certifications Section VI - Joint Venture	No page limit No page limit
II	Corporate Experience and Commitment	
	Capability Matrix	1 page limit
	Corporate Experience and Commitment	25 page limit
III	Management Approach	
	Organizational Plan and Management Approach Management of Resources	25 page limit for other than the Small Business Subcontracting Plan
IV	Past Performance	
	Compliance Matrix	1 page limit

	Section I: Contract Description	2 page limit
	Section II: Contract Performance	2 page limit per reference
	Section III: Past Performance Assessment	Use Past Performance Assessment Questionnaire at Attachment J-5.
V	Cost/Price: Section I-Pricing worksheet, etc.	No page limit

Pages over the maximum page limitation for any section of a volume will be excluded from evaluation. Exceptions to the page limitations are, if required: cover pages, key personnel resume, lists of acronyms, lists of tables, lists of figures, and indices/tables of contents.

Information shall be confined to the appropriate volume to facilitate independent evaluation. **Each volume must be presented on a stand-alone basis so that the Government can evaluate its contents without cross-referencing to other volumes of the proposal.** The Government may consider information it requires for proposal evaluation not found in its designated volume as having been omitted from the Offeror's proposal.

#### L.10.1 Volume I – Administrative Section I - Executive Summary

The Executive Summary letter shall include:

- a) Statement of Compliance. Each offer shall include a statement indicating complete compliance with the solicitation in the Administrative volume, or detailed analysis of any objections, exceptions, contingencies, or additions. Any objection, exception, contingency, or addition shall be cross-referenced to the applicable solicitation paragraph(s).
- b) Format and Content. Each Offeror shall describe any deviations from the specified proposal format and content. If the Offeror's proposal differs from these guidelines, state the differences, and explain the reason.
- c) Authorized Negotiators. Offerors shall provide a list of authorized negotiators with their position title and their phone/email contact information.

#### Section II - Solicitation Documents.

Each Offeror shall complete all blank lines and provide signatures for the solicitation sections indicated below without modification to the files. An authorized official of the firm shall sign the proposal, amendments, and all certifications requiring original signature. An Adobe Acrobat file,

“.pdf” shall be created to capture the signatures for submission in the Administrative volume.  
Originating RFP section:

- a. A signed and completed solicitation/contract form and any subsequent amendments.

### Section III – CAGE, DUNS and TIN, Prime Offerors Financial Documents, and Evidence of Adequate Accounting System.

The Offeror shall provide in this section a listing of the Prime and proposed subcontractors CAGE, DUNS and TINs. Additionally, in order for the Government to determine Financial Responsibility of the Prime, Offerors will submit financial statements to include a Balance Sheet, Income Statement, Cash Flow Statement, and Statement of Retained Earnings for the Offeror’s past fiscal year and current reporting period as of the date of the proposal as well as a certified copy of the Prime’s Line of Credit, if applicable, and its current status at the time of proposal submission. Prior to submission, a company officer or CPA will certify the statements.

The Offeror shall provide evidence of an adequate accounting system that would include a written opinion or other statement from the cognizant federal auditor (CFA) or the cognizant federal agency official (CFAO) that the system is approved or has been determined to be adequate. If available, the Contractor shall provide the audit report number and date associated with the accounting system review. If the Contractor does not have a copy of the report, the Contractor may furnish a copy of the audit report number.

If the Contractor does not have an accounting system that has been determined adequate by the CFA or CFAO, but believes its accounting system is adequate, the Contractor shall so state in its proposal as well as a rationale. As part of the task order level evaluation process, the Government may obtain the necessary review by the CFA. The Contractor will be required to allow the CFA to review the accounting system and correct (or have a timely action plan to correct) any issues identified as precluding the system from being adequate.

If the Offeror does not have an adequate accounting system it may still be eligible for award.

### Section IV – Organizational Conflict of Interest Mitigation Plan.

Offerors shall include their mitigation plan in accordance with the clauses and provisions listed in the solicitation. The Government’s request for correction or revision of an Organizational Conflict of Interest Mitigation Plan, at any time prior to award, does not constitute Negotiations or Discussions.

## Section V – Representations and Certifications.

The Offeror shall complete Section K: Representations, Certifications, and Other Statements of Offerors or Respondents; and complete and provide a copy of electronic annual representations and certifications at <https://www.sam.gov>.

## Section VI– Joint Venture.

An Offeror may submit a proposal as a Joint Venture (JV), however, all proposal submission documents must be in the name of the JV, not individual partners of the JV. Offerors who are JVs may submit a proposal under this solicitation subject to the following conditions:

1. The JV is registered in SAM.gov and has a corresponding DUNS Number;
2. The JV meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i));
3. If applicable, the JV must meet the requirements of 13 CFR 125.15(b);
4. The JV fills out and submits the Representations and Certifications in Section K; and,
5. The Offeror must submit a complete copy of the JV agreement that established the relationship, disclosing the legal identity of each partner of the JV, the relationship between the partners, the form of ownership of each team member, any limitations on liability or authority for each partner, and a specific statement of what resources each partner provides the JV arrangement. In addition, the JV must:
  - i. Clearly identify the entities which make up the JV relationship, including disclosure of the primary point of contact for each of the partners of the JV;
  - ii. Disclose the member of the JV that is designated as the “team lead,” and clearly explain the specific duties/responsibilities of the “team lead” relative to the other members of the team and to the Government;
  - iii. Describe the specific duties/responsibilities of each partner of the team as they relate to each other and explain the specific duties/responsibilities that each team member has for purposes of contract performance under the IDIQ contract; and
  - iv. Address the duration of the JV, including when it became effective, when it expires, and the basis for termination.

### L.10.2 Volume II – Corporate Experience and Commitment (Factor I)

The Offeror shall describe its breadth and depth of experience and qualifications working within the requirements of the SOW contained in Section C. For purposes of this solicitation, breadth is defined as the extent to which the Offeror’s experience and qualifications correspond to the array of efforts set forth in the SOW. Depth is defined as the extent to which the proposed experience

and qualifications fully address an individual type of effort set forth in the SOW. The efforts of the SOW include individual areas (C.3.1.1, C.3.2.1, etc.). This description includes subcontractors that will perform major or critical aspects of the requirement. The Offeror should also provide descriptions of any unique competencies that could provide additional benefit to the Government.

The Offeror must clearly demonstrate its knowledge of environmental intelligence, NOAA, and the scope of requirements in this Domain and its corporate commitment to investing in solutions relevant to these areas.

In evaluating an Offeror's experience and commitment, the Government will assess factors such as relevant experience in performing similar contracts, considerations for scientific and technical support services similar to those required in this solicitation, and ability to effectively operate in separate and diverse locations. Evaluation of technical experience will also be based on proposed methods for establishing, organizing and performing logistics related aspects of this requirement, including some for which personnel are working in various locations both within the Continental United States (CONUS) and Outside the Continental United States (OCONUS).

As stated in previous Q&As for the ProTech Domains, and in vendor communication events, no single Offeror or Team is required to address every area of the SOW. If an Offeror does state that it can address every area of the SOW, and evaluation of the proposal reveals significant weaknesses or deficiencies in the response, this could lead to the Offeror being found ineligible for award.

The Government reserves the right to verify the specifics of prior experience described in the proposal. Offerors should note that the Government's evaluation of Factor I (Corporate Experience and Commitment) is separate, and distinct from its evaluation of Factor III (Past Performance).

#### L.10.3 Volume III – Management Approach (Factor II)

The Offeror shall provide a management approach proposal including:

L.10.3.1. Organization: Describe the corporate structure, functional relationships and responsibilities among the organizational elements, including subcontractors if applicable, that will support the Oceans Domain requirements. The Offeror shall describe their method and activities for effectively managing employees (especially those onsite at NOAA), and if applicable, interfacing with subcontractors.

L.10.3.2 Task Order Management: The Offeror's approach and methodologies to the planning, executing, tracking, reporting of the task orders awarded under ProTech-Oceans, and the adaptability and flexibility of the Offeror in scaling operations to meet a need for fulfilling multiple task orders in an offerors area of expertise and located within diverse locations (i.e. within the Continental United States and outside the Continental United States) including, but not limited to Alaska, the Greater Atlantic, the Pacific Islands, Southeast and Caribbean, and West Coast regions that contain varied requirements and surge requirements in a reasonable time and at a reasonable price.

L.10.3.3 Resources: The Offeror's strategy to recruit, train, and retain a high-quality workforce (with the required education, specialized training, licenses or certifications) as required by individual task orders, including an overview of resources available to their employees. The Offeror shall provide the resume of the proposed Program Manager (identified as Key Personnel in accordance with Section H.14). The Offeror shall present a methodology for selecting, monitoring, and managing subcontractors, as applicable.

L.10.3.4 Communications: Describe the Offeror's communications plan for interfacing with appropriate Government officials.

L.10.3.5 Project Oversight: The Offeror's approach to quality control, quality assurance, and review of task order performance for delivering the required products and services within the contract requirements.

L.10.3.6 Small Business Subcontracting Plan: In accordance with FAR 52.219-9 Offerors other than small businesses shall submit a Small Business Subcontracting Plan. For purposes of submitting subcontracting plans, the Offeror shall assume a \$10,000,000 task order amount for each year of the contract. The Plan shall include the Offeror's subcontracting goals, and it's plan for meeting them.

The Offeror may include a Master Subcontracting Plan specific to this requirement.

#### L.10.4 Volume IV – Past Performance (Factor III)

Offerors shall submit past performance information for up to eight contracts, preferably representing both Government and the private sectors (no less than three for the prime or Joint Venture) having performance within the past five years from the date of release for the final ProTech Oceans RFP, which are relevant to the efforts required by this solicitation.

Past performance submissions that are not recent and/or not relevant will not be considered in the

evaluations. In selecting past performance examples, the Offerors should bear in mind the Government will evaluate the extent to which the past performance examples proffered cover the delineated Domain requirements.

Previous CPARS ratings and questionnaires will be used in the proposal evaluations. Data concerning the prime Offeror shall be provided first, followed by each proposed subcontractor, in alphabetical order. Joint Ventures shall submit past performance information for the JV. This volume shall be organized into the following sections:

Note: Relevancy includes such things as service similarity, complexity, contract type, contract dollar value/size, program phase, division of company, major or critical subcontractors, teaming partners and joint venture.

L.10.4.1 Section I - Contract Descriptions: This section shall include the following information:

- a. Contract place of performance, CAGE Code and DUNS Number.
- b. Government contracting activity/commercial entity, current address, Procuring Contracting Officer's/commercial reference's name, email address, and telephone number.
- c. Government's technical representative/COR/commercial reference, current e-mail address, telephone and fax numbers.
- d. Government contract administration activity, if delegated, the Administrative Contracting Officer's name, current e-mail address, telephone, and fax numbers.
- e. Contract Number (in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery/Task Order Numbers).
- f. Contract Type (specified type, such as Firm Fixed Price, Cost Reimbursement, Time and Materials, etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, or Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).
- g. Award contract price and final or projected final price.
- h. Original delivery schedule, including dates of start and completion of work. Final or projected final delivery schedule, including dates of start and completion of work.

L.10.4.2 Section II – Performance: Offerors shall provide a narrative description for each contract listed in Section I above. This narrative shall describe the contract objectives, how these objectives were achieved, and detail how the effort is relevant to the requirements of this solicitation. Descriptions shall include all aspects of performance quality, including the Offeror's record of: 1) conforming to contract specifications to include the timely supply of personnel resources; 2) maintaining program execution within proposed price; 3) adherence to contract schedules; 4) ability to resolve technical problems quickly and effectively; 5) professional

concern for the interest of its customers; and 6) establishing and maintaining adequate management of subcontractors. For any contracts that did not/do not meet original schedule or technical performance requirements, Offerors are to provide a brief explanation of the reason(s) for the variances and any corrective action(s) taken to avoid recurrence. The Offerors shall also provide a copy of any Cure Notice or Show Cause Letter (copies shall not be included in page limit) received on each contract listed and a description of any resultant corrective action implemented. Additionally, the Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination. Offerors shall indicate their own assessment of their performance with supporting rationale.

L.10.4.3 Section III – Past Performance Assessment Questionnaire: For all contracts identified in Section I above (L.10.4.1), Section A of the Past Performance Assessment Questionnaire (Attachment J-5) must be completed and submitted to the past performance reference responsible for the past/current contract. The past performance reference shall be instructed to complete Section B of the questionnaire and email the entire questionnaire to [protechoceans@noaa.gov](mailto:protechoceans@noaa.gov) no later than 3:00 PM Eastern Standard Time [To be filled in at release of final RFP]. If a past performance questionnaire is unable to be emailed, the offeror shall email [protech.oceans@noaa.gov](mailto:protech.oceans@noaa.gov) no later than noon Eastern Standard Time [To be filled in at release of final RFP], to arrange for alternate delivery.

#### L.10.5 Volume V – Cost/Price (Factor IV)

The Offeror shall provide a price proposal containing the following:

L.10.5.1 A completed Price Matrix provided at Attachment J-6 Cost/Price Template for Ceiling Rates. (Note: the component cost element detail used to develop the proposed ceiling rates should be rounded to the nearest dollar). Provide a fully burdened hourly rate (including profit) rounded to the nearest dollar for each labor category by each year of performance along with the requested cost element detail underlying those fully burdened hourly rates. The Offeror should base the rates on the most highly qualified employee or class of employees within a category working in the highest cost location, considering the higher cost of performance at a Government or Contractor site. These rates are only applicable to work performed in the United States (including Alaska and Hawaii). The labor category descriptions are provided at Attachment J-2.

L.10.5.2 Information on how the rates and their component cost elements in Attachment J-6 were developed and rationale why the Offeror considers them to be reasonable. If the Offeror's system does not readily provide for identifying each of the cost element categories listed in Attachment J-6 (for example, if the Offeror's system combines fringe benefit and non-fringe

benefit indirect costs applied to direct labor into a single rate), the Offeror may propose according to its normal practice provided that it clearly identifies and explains this.

Offerors shall describe comprehensively and in detail how the rates and their component cost elements were developed in order to eliminate, or at least minimize, the need for clarification questions by the Government as it reviews the price proposals. In explaining why the proposed rates and their component cost elements are reasonable, Offerors shall refer to any comparable rates from existing IDIQ contracts with federal Government organizations, such as GSA Federal Supply Schedule contracts, and may also reference relevant rate agreements with, or recommendations by, federal Government organizations, Bureau of Labor Statistics Standard Occupational Classification pay information, wage escalation forecasts by reputable forecasting organizations, and any other information that the Offeror considers relevant. Copies of any referred to rates should be included in the proposal. Offerors should also include copies of important letters for their proposed indirect cost rates and ceiling hourly rates and labor category definitions contained in their contracts with other Government entities. In determining which information to submit in support of the reasonableness of the proposed rates, the Offeror should bear in mind that the Government may choose to award without discussions so that the information submitted with the original proposal may represent the totality of the information that the Government will consider in making its reasonableness determination.

The Offeror is not required to certify the rates and supporting information contained in this price proposal.

Failure to offer ceiling hourly rates for all labor categories and all contract periods may result in the Offeror being ineligible for award.

#### **L.11 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this solicitation will contain Sections A through J. Section K will be incorporated into the resulting contract by reference. Blank areas appearing in these sections are to be completed by the Offeror or will be filled in by the Contracting Officer prior to award.

#### **L.12 ALTERNATE PROPOSALS**

Alternate proposals will not be considered.

(End of Section L)

## SECTION M: EVALUATION FACTORS FOR AWARD

### **M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.232-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Full text is available at <http://acquisition.gov/far/index.html>. The Offeror is cautioned that the listed provisions may include blocks that shall be completed by the Offeror and submitted with its proposal. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its proposal.

FAR / CAR Part	Title and Date
52.217-5	Evaluation of Options (JUL 1990)
1352.215-74	Best Value Evaluation (APR 2010)

### **M.2 BASIS FOR AWARD**

The Government is conducting this source selection neither as a Lowest Price Technically Acceptable as described in FAR 15.101-2 nor a Tradeoff as described in FAR 15.101-1. Within the best value continuum, FAR 15.101 defines best value as using any one or combination of source selection approaches. For this requirement the best value basis will be determined by the Highest Technically Rated Offerors with a Fair and Reasonable Price.

The Government will review the proposals to determine the Highest Technically Rated Offerors based on three non-price factors of Corporate Experience and Commitment; Management Approach; and Past Performance. These non-price factors are listed in descending order of importance. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

The three non-price factors play a dominant role in the basis for award; however, an Offeror whose proposed prices are determined not to be fair and reasonable will not be awarded a contract regardless of the Government's evaluation of the non-price factors of the Offeror's proposal.

This multiple award IDIQ contract includes a reserve for small business. The relevant NAICS is 541620. The Government anticipates awarding at least two contracts to each socio-economic category. Offerors receiving a marginal or unacceptable rating for any of the three non-price factors identified above shall not be considered for award under the reserve feature. If acceptable offers are not received from a socio-economic category, additional small business concerns may

be awarded. It is anticipated that approximately 75% of the awards will be to small business concerns, including those to the socio-economic categories. The Government intends to make multiple contract awards under this solicitation. A manageable number of awards will be made to ensure adequate competition at the task order level and to allow for the small business reserves outlined above. An Offeror need not provide capability for the entire array of efforts set forth in the SOW to be considered for award.

Offerors with limited capability may obtain a contract if they are the only firm or highly beneficial for a part of this domain.

The Government intends to award contracts without discussions. Initial proposals should contain the best offer. The Government may conduct clarifications, as described in FAR 15.306(a). The Government reserves the right to conduct discussions if determined necessary.

### **M.3 EVALUATION FACTORS FOR AWARD**

The evaluation criteria represent key areas of importance to be considered in the source selection decision. The following will be used to support meaningful comparison and discrimination between and among competing proposals.

#### **M.3.1 Factor I – Corporate Experience and Commitment**

The Government will evaluate the extent to which the Offeror has demonstrated the qualifications and corporate experience in performing work of the same or similar nature as that of the requirements of the SOW, including those items stated in Section L.10.2. The evaluation will include any subcontractors that will perform major aspects of the requirement.

The Government will evaluate the extent to which the Offeror has shown commitment to the pursuit of environmental intelligence and investment in innovative solutions to achieving NOAA's vision in this Domain.

#### **M.3.2 Factor II – Management Approach**

The Government will evaluate the extent to which the Offeror's management and organization demonstrate sound and reasonable business practices with respect to managing this contract to include those items stated in Section L.10.3.1 through L.10.3.5.

The Government will evaluate the small business subcontracting plans in Section L.10.3.6, if applicable, for adequacy in accordance with FAR 19.704.

### M.3.3 Factor III –Past Performance

The Past Performance evaluation will assess an Offeror's likelihood of success in performing the solicitation requirements as indicated by its record of past performance. The Government will evaluate the extent to which the past performance record encompasses the requirements in the statement of work. The Government will evaluate past performance based on the relevance and quality of the Offeror's and proposed subcontractors' past performance as it relates to the probability of successfully accomplishing the solicitation requirements.

When assessing past performance relevancy and quality level, the Government will focus its inquiry on the past performance of the Offeror and its proposed team members as it relates to all solicitation requirements. Past Performance accomplishment shall include all aspects of performance including the Offeror's record of:

- 1) Conforming to specifications and standards of good performance;
- 2) Maintaining program execution within cost/price;
- 3) Adherence to contract schedules;
- 4) Ability to resolve technical and management problems quickly and effectively;
- 5) Professional concern for the interest of its customers; and
- 6) Establishing and maintaining adequate management of team members.

Offerors are cautioned that in conducting the evaluation, the Government may use data provided in the Offeror's proposal and data obtained from other sources. As the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving relevancy and a high quality level in past performance rests with the Offeror. In accordance with FAR 15.305(a)(2)(iv), Offerors with no recent or relevant past performance will result in assignment of a neutral rating, indicating neither a favorable nor unfavorable evaluation rating.

### **M.4 COST/PRICE**

The Government will evaluate the proposed ceiling hourly rates submitted by each Offeror in the completed Cost/Price Template for Ceiling Rates (Attachment J-6) provided in Section J of this solicitation. A price analysis will be conducted in accordance with FAR 15.305(a)(1) and as described at FAR 15.404-1 to determine that the ceiling hourly rates proposed by the Offeror are fair and reasonable.

(End of Section M)